

Christopher M. Schierloh (CS-6644)  
**CASEY & BARNETT, LLC**  
317 Madison Avenue, 21<sup>st</sup> Floor  
New York, New York 10017  
(212) 286-0225  
Attorneys for Plaintiff

JUDGE KAPLAN

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
NOBLE AMERICAS CORP.,

Plaintiff,

**08 CV 1552**

08 Civ.

- against -

**COMPLAINT**

A.P. MOLLER-MAERSK A/S d/b/a MAERSK  
LINE

Defendant.  
-----X



Plaintiff, by its attorneys, CASEY & BARNETT, LLC, for its Complaint, alleges upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.

2. Plaintiff, NOBLE AMERICA, is a corporation with a place of business located at 333 Ludlow Street, Stamford Connecticut and was the shipper and owner of certain of the cargos to be laden on board the M/V ARA J and M/V AURETTE, as more fully described below.

3. Defendant, A.P. MOLLER-MAERSK A/S d/b/a MAERSK LINE (hereinafter "MAERSK"), is a foreign corporation with a place of business located at Giralda Farms, Madison Avenue, PO Box 880, Madison, New Jersey 07960 was and still is doing business in

this jurisdiction directly and/or through an agent and was acting at all times as a common carrier in the maritime industry.

4. Plaintiff was the receiver, consignee, owner and/or assured of the consignments hereinbelow described and brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

5. On or about August 30, 2006, a consignment consisting of 1,665 sacks of coffee in five containers, one of which was numbered MSKU6444008, being in good order and condition, was delivered to defendant Maersk at Santa Ana, El Salvador for transportation to Houston, Texas, in consideration of an agreed freight pursuant to Maersk bill of lading number MAEU510780797, dated August 30, 2006.

6. On or about February 23, 2006, a consignment consisting of 333 sacks of coffee in container number SEAU7821212, being in good order and condition, was delivered to defendant Maersk at La Libertad, El Salvador for transportation to Houston, Texas, in consideration of an agreed freight pursuant to Maersk bill of lading number MAEU504763533, dated February 23, 2006.

7. On or about July 6, 2006, a consignment consisting of 825 sacks of coffee in containers numbered GLDU2008043, MSKU3474293, and PONU0527152, being in good order and condition, was delivered to defendant Maersk for transportation from Matagalpa, Nicaragua to Houston, Texas, in consideration of an agreed freight pursuant to Maersk bill of lading number MAEU510385669, dated July 6, 2006.

8. Subsequent to being delivered into the care, custody, and control of defendant Maersk, and/or its agents, the five containers of coffee referred by number in paragraphs 5, 6, and 7 were lost and/or hijacked during motor transport to Santo Tomas, and Puerto Cortes, the intended maritime ports of loading.

9. Defendant Maersk never delivered the above referenced containers to the intended consignee(s).

10. The loss of the aforementioned consignments did not result from any act or omission on the part of plaintiff, but to the contrary, was the result in whole or in part, of the negligence and/or fault, and/or breach of contract, and/or breach of bailment of defendant Maersk and/or its agents.

11. By reason of the foregoing, plaintiff has sustained damages in a total amount of no less than \$240,000.00, as nearly as presently can be determined, no amount of which has been paid, although duly demanded.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action;
3. That this Court grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
February 14, 2008  
306-02

CASEY & BARNETT, LLC  
Attorneys for Plaintiff

By: 

Christopher M. Schierloh (CS-6644)  
317 Madison Avenue, 21<sup>st</sup> Floor  
New York, New York 10017  
(212) 286-0225